

1 UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF NEW JERSEY

3 CIVIL ACTION NUMBER:

4 IN RE: VALSARTAN PRODUCTS
5 LIABILITY LITIGATION

19-md-02875-RBK-SAK

6 CASE MANAGEMENT CONFERENCE
via ZOOM VIDEOCONFERENCE

7 Mitchell H. Cohen Building & U.S. Courthouse
8 4th & Cooper Streets
Camden, New Jersey 08101
9 May 11, 2022
Commencing at 4:02 p.m.

10 **B E F O R E:** THE HONORABLE THOMAS I. VANASKIE (RET.)
11 SPECIAL MASTER

12 **A P P E A R A N C E S:**

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For the Plaintiffs

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24 Proceedings recorded by mechanical stenography; transcript
25 produced by computer-aided transcription.

A P P E A R A N C E S (Continued) :

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For the Wholesaler Defendants and AmerisourceBergen

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ALSO PRESENT:

LORETTA SMITH, ESQUIRE
Judicial Law Clerk to The Honorable Robert B. Kugler

Larry MacStravic, Courtroom Deputy

1 (PROCEEDINGS held in open court before The Honorable
2 Thomas I. Vanaskie (Ret.), Special Master at 4:02 p.m.)

3 SPECIAL MASTER VANASKIE: Ann Marie Mitchell is our
4 court reporter here today.

5 That was my confirmation that I'm jumping the gun. I
6 think I may have jumped the gun a couple of times now.

7 But we'll get started with our conference. Hopefully
8 it will be a relatively brief conference.

9 I did want to ask, who will be addressing the matters
10 on behalf of the plaintiffs?

11 MR. SLATER: Good afternoon, Your Honor. Adam Slater
12 for the plaintiffs.

13 SPECIAL MASTER VANASKIE: All right. Thank you,
14 Mr. Slater.

15 And who will be addressing the matters on behalf of
16 the defense?

17 MS. LOCKARD: Your Honor, hello. It's Victoria
18 Lockard from Greenberg Traurig. I'll start us off today. Our
19 office sent in the agenda letter.

20 I believe we'll have other counsel addressing points
21 number 2 and number 3.

22 SPECIAL MASTER VANASKIE: All right. And I thought
23 we'd start today with the defense agenda letter.

24 And the point number 1 in the agenda letter is
25 clarification of deadlines in Special Master Order Number 65.

1 So it looks like I missed something when I prepared
2 that order?

3 MS. LOCKARD: Well, I wouldn't say that necessarily,
4 but I do think clarification may be in order, Your Honor.

5 I think what was intended by the parties was that we
6 have a mutual submission on our replies and responses to the
7 Daubert motions. And so the order just left off the
8 defendants' portion of that and just referred to plaintiffs'
9 briefing.

10 So we just wanted to seek clarification that we will
11 have the same deadlines across the board.

12 SPECIAL MASTER VANASKIE: Mr. Slater?

13 MR. SLATER: That makes sense to us.

14 SPECIAL MASTER VANASKIE: All right. So we'll
15 clarify that order. Verbally you have that clarification now.
16 We'll issue an order, though, that makes it clear so that
17 there's no uncertainty.

18 MS. LOCKARD: Thank you, Judge.

19 SPECIAL MASTER VANASKIE: And then we'll use the
20 language that you all had proposed of no later than June 2,
21 2022, et cetera, plaintiffs and defendants shall file their
22 responses. Okay?

23 All right. Let's move then to item number 2 on the
24 defense agenda letter. And that's the status update on the
25 meet and confers regarding the defendants' indemnification and

1 defense agreements.

2 And again, it looks like I jumped the gun a little
3 bit on this matter in terms of the order that was issued.

4 Mr. Slater, you want to brief this issue?

5 MR. SLATER: Well, only if Your Honor decides it's
6 necessary. Frankly, we would like Your Honor just to decide
7 it all today, because you've already ordered what to do. We
8 don't really understand why the process you've put in place
9 wouldn't apply to all the defendants, most of whom have
10 already complied.

11 So our hope would be that Your Honor could just
12 dispose of the issue today so we can move forward rather than
13 turning this tempest in a teapot into something that it really
14 doesn't need to be. We just would like to get it done today.

15 SPECIAL MASTER VANASKIE: All right. Well, I was
16 hoping maybe we could have a conversation today that I would
17 feel comfortable issuing an appropriate ruling without the
18 need for additional briefing.

19 Who is addressing this issue for the defense?

20 MR. GEOPPINGER: Good afternoon, Your Honor. Jeff
21 Geoppinger for the wholesaler defendants.

22 SPECIAL MASTER VANASKIE: All right, Mr. Geoppinger.

23 MR. GEOPPINGER: We are the ones who, you know, filed
24 the request for clarification, Your Honor.

25 And it basically boils down to this: There was

1 discovery. The wholesalers responded. They provided
2 information about indemnification.

3 There was not discovery about defense agreements. We
4 don't think anything about a defense agreement has any
5 relevance to anything. There's information in there that's
6 privileged.

7 The Court entered Special Master Order 64, which read
8 broadly could require the defendants, wholesaler defendants,
9 to just turn over information about indemnification and
10 defense that goes beyond what was requested in the discovery
11 phase of the case, and in particular, could require -- be read
12 to require the wholesalers to turn over information about
13 defense agreements, which I noted are just completely
14 irrelevant to anything and potentially include privileged
15 information.

16 So certainly we're not trying to make a bigger deal
17 out of anything than need be made.

18 We have met and conferred, each of the wholesalers,
19 with the plaintiffs. It's my understanding from talking to my
20 colleagues that there's been information that was conveyed
21 regarding indemnification. That was done in the discovery
22 phase, and that information has been updated.

23 And maybe even perhaps the plaintiffs, if Mr. Slater
24 is willing to agree, maybe we can agree that we've covered
25 what he needs to know about indemnification and where we are

1 on the status of that.

2 However, to the extent that the plaintiffs want to
3 require the wholesaler defendants to disclose information
4 about defense agreements, about who's agreed to pay what
5 percentages, about what kind of monies have been -- have
6 exchanged hands, the wholesalers vehemently object to
7 providing any of that, not only because it's not stuff that
8 was requested in discovery, it's also irrelevant and
9 privileged.

10 And I will point out, Your Honor, when you entered
11 Special Master Order 64, I think it's fair to say that the
12 thought process was it was just requiring the defendants to
13 supplement what had been already provided. And I think we've
14 done that.

15 But to the extent it requires us to provide some
16 information that was not subject to a discovery request, it
17 was not something that was asked about, talked about, briefed,
18 thought about, we don't want to be in a position where we have
19 to do that and have somebody tell us that Special Master Order
20 64 requires us to provide all this information that, you know,
21 we just haven't -- it wasn't part of the discovery previously.

22 SPECIAL MASTER VANASKIE: Mr. Slater.

23 MR. SLATER: Thank you.

24 Judge, maybe there's a semantic issue here, I'm not
25 sure. Clearly Judge Kugler stated on the record when Your

1 Honor also found and put it into your SMO 64 that we should be
2 apprised of any indemnification and defense agreements,
3 demands, rejections, et cetera, as between the various parties
4 on the defense side so we would know entering into this
5 settlement negotiation phase which has been implemented with
6 the special masters for settlement what the relationships are
7 as between the various defendants as we enter into these
8 negotiations.

9 And we for the most part had confirmation as to
10 whether, for example, a manufacturer is indemnifying a
11 retailer or whether a wholesaler is indemnifying a retailer or
12 whether -- we just learned the other day a few retailers
13 requested indemnification from McKesson, and we were told that
14 that remains unresolved. So we assume McKesson hasn't agreed
15 to indemnify those retailers per that request.

16 The other part of that was -- and all of the other
17 defendants other than the wholesalers have told us whether or
18 not defense costs or defense is also being tendered and
19 provided as part of the indemnification. They obviously go
20 hand in hand.

21 So, for example, if there's a retailer that requested
22 defense and indemnity from a manufacturer -- and I'm not
23 saying whether this happened or not, but I'm trying to set a
24 context to find out if we're having a semantic discussion with
25 the wholesalers -- that would be within what Your Honor

1 ordered, and we would need to know that. For example, if ZHP
2 is paying all the defense costs for a retailer, that help us
3 to understand as we enter into negotiations with the retailers
4 who's responsible for these financial liabilities and lets us
5 negotiate with knowledge.

6 When Mr. Geoppinger says -- so to stop there -- I
7 guess I'll steal a phrase from one of my colleagues -- full
8 stop, I don't see why that would be an issue, because
9 everybody else has agreed to it give, Your Honor was well
10 within your discretion to order it, and it makes sense for us
11 to know it.

12 What I heard Mr. Geoppinger saying, and maybe I
13 hadn't realized it until just now, when he's saying we
14 shouldn't be able to be apprised of all defense agreements,
15 I'm wondering if the thing that the wholesalers are worried
16 about is whether they have collectively entered into some sort
17 of agreement to allocate their costs among one another because
18 they're in this MDL together. And for example, Mr. Geoppinger
19 is lead counsel, per the Court's order, for the group of
20 wholesalers. He speaks for them at the conferences, et
21 cetera. Whether or not they have some agreement that his
22 attorney's fees for acting as lead counsel are shared among
23 clients, that's not something we're concerned about. That's
24 just an administrative step that's been taken as a result of
25 the MDL. It's not indemnification and defense allocating

1 liabilities or the responsibility to pay the liabilities that
2 may flow from our damages claims in this case. That's what
3 we're interested in.

4 So maybe through this conversation we've identified
5 the one area that we're not interested in and maybe that can
6 be carved out, but certainly to the extent that, for example,
7 if the retailer has asked one of the wholesalers to pay their
8 defense costs for the litigation itself, that would come
9 within your order, and we think that should be ordered,
10 because, again, we need to know that as we enter into these
11 negotiations now and into these mediations.

12 SPECIAL MASTER VANASKIE: All right. Mr. Geoppinger,
13 are we narrowing the issues here?

14 MR. GEOPPINGER: No. I mean, I think we're on the
15 same page. We are talking about the defense, a defense
16 agreement. For instance, to use Mr. Slater's example, if a
17 wholesaler agreed to defend a retailer and come up with some
18 type of percentages for paying defense costs and pay monies
19 and what those were, all that information is what we're
20 talking about.

21 And it's -- the information, Your Honor, is, first of
22 all, privileged. I mean, there's a real concern about
23 disclosure of privileged information there, common interest
24 privileged information there.

25 Second, relevance is -- is eluding me completely. I

1 can't understand why the plaintiffs would need to know
2 anything about defense agreements between the parties. They
3 have nothing to do with who's paying the liabilities, which is
4 what the plaintiffs are concerned about.

5 I can't -- I haven't heard any articulation of why
6 defense costs have anything to do with anything in terms of
7 settlement negotiations. The indemnification information
8 provides that information that the plaintiffs need to know.

9 So to the extent -- and then to go back, just not to
10 spend too much time on it, but, you know, to the extent the
11 order, you know, was entered that says, hey, you guys should
12 be turning over this defense information, that's kind of where
13 the rubber meets the road when we say the order is about
14 supplementation. Had the plaintiffs come to us during
15 discovery and said, hey, we want all this information about
16 defense costs and defense agreements and that kind of stuff
17 and asked our witnesses in depositions about that kind of
18 stuff, we would have had the opportunity to address it with
19 the Court and tell you then we don't think it should be
20 disclosed.

21 But here we are with the order in place and the
22 plaintiffs are saying, well, that order says we need to do it.
23 And this is our first opportunity to say to the Court, we
24 don't think we should be required to do that because of the
25 reasons I've articulated.

1 So if the Court is inclined to, you know, spend
2 some -- you know, look into this deeper, I would definitely
3 suggest, Your Honor, that the wholesalers would like the
4 opportunity to brief the issue, whether that be the plaintiffs
5 replying to the motion we've already filed or some other
6 briefing schedule you want to put in place, but we do have
7 significant concerns about relevance and privilege with
8 respect to defense information.

9 MR. SLATER: So, Judge, if I could, now that I have
10 that clarification, I think I can probably respond to that and
11 I think get us done here.

12 The first thing is, indemnification was a subject of
13 the common discovery requests. The defense goes hand in hand
14 with the indemnification. It's part of it. If you're
15 indemnifying, you're indemnifying for damages, you're
16 indemnifying for defense costs. So the fact that Your Honor
17 said defense and indemnity I don't think expands it beyond
18 what it was. I think it was already built into
19 indemnification, and that was part of discovery, number one.

20 Number two, the retailers did not object. And they
21 have disclosed, or at least told us that they have disclosed,
22 all such indemnification agreements, whether requests have
23 been made, whether they've been agreed to, et cetera. So I'm
24 not sure if there was any privilege -- I don't think there
25 was. But if there was, it's been waived, because the

1 retailers have disclosed the information to us as to those
2 agreements between the wholesalers and retailers. They --
3 none of the retailers objected, and they provided us whatever
4 information they provided. And part of the purpose of this
5 exercise in asking all levels of the supply chain is to
6 cross-check from one to the other to make sure we're getting
7 consistent information.

8 So I don't know where the privilege claim would come
9 from, because the retailers have presumably disclosed whatever
10 exists. We would expect the wholesalers to provide the same
11 information.

12 So again, coming back to this, it is a subject of
13 discovery. It's clearly relevant for us to know the
14 allocations of liabilities as between the parties. And I can
15 tell Mr. Geoppinger, I took a lot of depositions, not of the
16 wholesalers or retailers but of the manufacturers, and asked
17 all these questions on the questions that had to do with
18 indemnification and defense: Who is paying your defense
19 costs? Did you agree to pay someone else's defense costs? I
20 mean, this has all been the subject of the 30(b)(6)
21 depositions. And the whole purpose now is for everybody to
22 get up to the present and know that we're all fully up to date
23 as we embark on these discussions.

24 Again, it's only the wholesalers that are fighting
25 this. They want to be treated in a special way, where none of

1 the other parties have objected to this, and they've all
2 agreed to provide this information. And there's no reason why
3 the wholesalers should be treated differently. There's
4 nothing compelling that's been argued to Your Honor. If
5 there's a privilege claim, it's been waived. And again, I
6 don't think there's a privilege claim anyway.

7 And again, I think that what would be helpful is if
8 the wholesalers would just agree to give this information as
9 expected by Your Honor, as your order requested, as Judge
10 Kugler has stated he expects, so we can get some cooperation
11 as we move into the mediation phase of this litigation.

12 SPECIAL MASTER VANASKIE: Mr. Geoppinger.

13 MR. GEOPPINGER: Your Honor, just a couple points.

14 One, defense and indemnity are very different things.
15 And, you know, as I said when we negotiated discovery, we
16 talked about indemnification, not defense. Had we done that,
17 we would have had the opportunity to bring this to the Court's
18 attention earlier. We don't consider an agreement to tell the
19 plaintiffs whether we've asked somebody for indemnity or not,
20 an agreement to tell them whether they've agreed to subsume
21 our defense, how much percentage of the cost they're going to
22 pay and how much they paid. I think those are two very, very
23 different things.

24 Secondly, you know, everybody else is doing it
25 doesn't make that information any more relevant or any less

1 privileged. We haven't waived our privilege, none of the
2 wholesalers. And candidly, I'm not aware of anybody who has.
3 If Mr. Slater can share somebody -- some defendant -- he has a
4 name of a defendant who has told him that they're defending a
5 wholesaler and what percentages they're paying and what money
6 they paid, I'd be interested in knowing that. I don't think
7 that's the case, but I haven't taken those depositions he
8 referred to.

9 But in any event, like I said, the fact that somebody
10 else may have made that decision does not make the information
11 any more relevant or any less privileged from the wholesalers'
12 perspective.

13 SPECIAL MASTER VANASKIE: Well, this issue is
14 beginning to get more complicated than I thought it was going
15 to be.

16 I did understand at the time that SMO 64 was issued
17 that we were simply dealing with supplementation of existing
18 discovery responses and not broadening discovery, but perhaps
19 I did not understand exactly what plaintiffs were seeking and
20 what they may be entitled to.

21 And I'm not prepared to rule during this call on
22 relevance and privilege issues certainly, certainly not on
23 privilege issues. And I think I will have to set up a
24 briefing schedule. I'm reluctant to do that. I'd like to
25 resolve this.

1 But from what I understand, Mr. Geoppinger, you're
2 telling me that there is information that the wholesaler
3 defendants believe is not discoverable either because it's
4 outside the scope of relevance or because it's privileged, and
5 that requiring the supplementation or requiring you to respond
6 to plaintiffs' -- I'll say -- not revised requests but more
7 nuanced requests would be problematic from the wholesaler
8 defendants' perspective.

9 And I think, Mr. Slater, I'm going to need to see
10 briefs on this issue in order to reach an appropriate ruling.

11 And I think, if it's all right, I'd like to do it in
12 the context of getting a response from plaintiffs to the
13 existing brief that has been filed and then give the
14 wholesaler defendants an opportunity to reply.

15 And I think it's an issue that should be resolved
16 promptly. And what I suggest is that either at our next
17 conference call or even sooner, I'll schedule oral argument
18 for purposes of issuing a ruling and hopefully being prepared
19 to rule during that conference at the conclusion of that
20 conference so that this matter can move forward.

21 One of the reasons I issued the order so promptly is
22 I didn't think it was controversial at the time, and I've
23 endeavored to try to move this matter along. And so that's
24 why I would try to issue a ruling.

25 If I couldn't do it after hearing arguments and a

1 brief recess, then I would issue something in writing shortly
2 thereafter.

3 So I guess I'll throw it back to you, Mr. Slater, and
4 ask how much time would you like to file an opposition brief
5 on this issue?

6 MR. SLATER: I think the only problem is, unless I
7 missed it, I don't think that the wholesalers have actually
8 briefed what they're explaining to Your Honor now. I don't
9 think they've briefed relevance. They haven't briefed the
10 privilege claim. So we don't really know -- other than what
11 Mr. Geoppinger said here and what they said in their letter,
12 unless they're resting on what they put in that agenda letter,
13 we'd really be briefing against something that is just some
14 broad claims of privilege and relevance problems without
15 actually having their brief, unless I missed it.

16 SPECIAL MASTER VANASKIE: Mr. Geoppinger.

17 MR. GEOPPINGER: Well, the brief I was referring to
18 is the one that was filed under Rule 53 on May the 5th.

19 I will -- you know, thinking about it, Your Honor,
20 the Court, Judge Kugler did deny that technically in his order
21 yesterday and sent it back to you for this discussion.

22 SPECIAL MASTER VANASKIE: Uh-huh.

23 MR. GEOPPINGER: So I guess it may be appropriate for
24 us to file an opening brief and then --

25 SPECIAL MASTER VANASKIE: All right. Yes. I think

1 then that is appropriate.

2 So how much time do you need, Mr. Geoppinger?

3 MR. GEOPPINGER: Looking at the calendar, I don't
4 know if the Court knows off the top of its head when the next
5 conference is. I know you mentioned trying to get it done by
6 then.

7 SPECIAL MASTER VANASKIE: Well, that was just a
8 suggestion.

9 MR. GEOPPINGER: Oh. It would be -- Your Honor, I
10 would be -- obviously, you know, I'm here without my
11 colleagues, but I would say, you know, if we could file the
12 next brief -- we've obviously already done some of the work on
13 this, but if we could have till the 23rd.

14 SPECIAL MASTER VANASKIE: Loretta, do you have the
15 date when we next have our --

16 THE LAW CLERK: I do, Judge.

17 Mr. Geoppinger, it's going to be Wednesday, June the
18 1st will be the May CMC.

19 SPECIAL MASTER VANASKIE: And you're asking for when,
20 till when, Mr. Geoppinger?

21 MR. GEOPPINGER: Your Honor, I had suggested the
22 23rd. Candidly, that's probably too late, if we want to have
23 argument, for the plaintiffs to respond and us to reply and
24 then have argument by the 1st.

25 SPECIAL MASTER VANASKIE: Let's get your brief on the

1 23rd.

2 MR. GEOPPINGER: Okay.

3 MR. SLATER: The problem is going to be that we're
4 going to then be running into Memorial Day Weekend.

5 SPECIAL MASTER VANASKIE: I know, I know.

6 MR. SLATER: I thought Mr. Geoppinger --

7 SPECIAL MASTER VANASKIE: We're not going to hear
8 argument on the 1st.

9 MR. SLATER: Maybe if Mr. Geoppinger can agree to
10 file his brief next week at some point, we can get our brief
11 in by Friday the 27th or even by Tuesday -- yeah, by Friday,
12 the 27th. So if we have at least seven or eight days, we'll
13 respond to whatever they file.

14 SPECIAL MASTER VANASKIE: Can you get your brief in
15 by the 20th, Mr. Geoppinger?

16 MR. GEOPPINGER: The issue then becomes the reply,
17 Your Honor, because we'd certainly like to have the
18 opportunity to have one if we're going to do the initial
19 briefing. And that is the Memorial Day Weekend, I believe.

20 MR. SLATER: I would think over something this
21 straightforward, maybe we could just -- they could file, we
22 could oppose, and then the Court could just decide it.

23 I mean, that would be our request, just to get this
24 done.

25 SPECIAL MASTER VANASKIE: We'll take the brief from

1 the wholesaler defendants, deadline of May 23rd.

2 I have my dates right.

3 I'm sensitive to the fact it's Memorial Day Weekend,
4 and so I give plaintiffs until June 2nd to reply.

5 MR. SLATER: That will be after the next conference.

6 SPECIAL MASTER VANASKIE: I understand.

7 MR. SLATER: Okay.

8 SPECIAL MASTER VANASKIE: And then I'd want a reply
9 brief by June 6th.

10 MR. SLATER: Got it.

11 SPECIAL MASTER VANASKIE: And with all that briefing,
12 I don't think I'm going to need oral argument.

13 MR. SLATER: That would be fine with us, Your Honor,
14 unless you want it. Whatever --

15 SPECIAL MASTER VANASKIE: Well, let me read the
16 briefs and see if I think I still have questions that need to
17 be answered.

18 So that will be the schedule. All right? And we'll
19 issue an order to that effect.

20 MR. SLATER: Thank you, Judge.

21 MR. GEOPPINGER: Thank you, Your Honor.

22 SPECIAL MASTER VANASKIE: Now, the other item on the
23 agenda letters concerns the filing of a motion for summary
24 judgment by a pro se plaintiff.

25 I don't think this is an issue for me, unless you

1 want to correct me, or is there something I can do on it?

2 MR. SLATER: You're probably right, understanding how
3 you've been dividing things with Judge Kugler. I don't think
4 anyone is going to assert that we think that that motion is
5 ripe.

6 SPECIAL MASTER VANASKIE: Right. So, you know, but
7 you've got a deadline to respond? The defense has a deadline
8 to respond to that motion?

9 MR. ALBERO: Yes, Your Honor. This is Andrew Albero
10 from Lewis Brisbois. I represent Camber Pharmaceuticals.

11 We had -- the motion was -- I think it was filed --
12 it was filed in April, and then our initial response date, it
13 was returnable I think in early May, May 2nd. And we pushed
14 it -- we pushed it for the -- to the next motion date.

15 We were hoping that the Court could strike it or just
16 dismiss it as premature, because under the MDL, it's -- under
17 the rules, under the case management orders, we're not ripe
18 for summary judgment, especially in losartan cases, yet. And
19 the pro se plaintiff might not be aware of that.

20 I was just sort of hoping if the Court could write a
21 letter to him and dispose of it.

22 I mean, we'll file a formal response if we have to.
23 I just was -- you know, I was hoping to avoid that.

24 And if it's something I should take up with Judge
25 Kugler -- we did write to Judge Kugler and we attached the

1 letter to our -- I wrote to you and Judge Kugler. We attached
2 the letter to our letter brief for this conference.

3 SPECIAL MASTER VANASKIE: Well, I will confer with
4 Judge Kugler to make sure that this matter gets addressed in a
5 way that is satisfactory to Judge Kugler and get you a
6 response so hopefully you can hopefully avoid having to reply
7 to this motion, because it does appear to me to premature.
8 All right?

9 MR. ALBERO: Thank you.

10 SPECIAL MASTER VANASKIE: So we'll get something back
11 to you on that. And it may be, oh, no, you have to reply, but
12 you'll at least know one way or another.

13 MR. ALBERO: I appreciate that, Judge. Thank you.

14 SPECIAL MASTER VANASKIE: Yep.

15 THE LAW CLERK: Judge Vanaskie, may I ask Mr. Albero
16 a question?

17 SPECIAL MASTER VANASKIE: Certainly.

18 THE LAW CLERK: Mr. Albero, can you please just tell
19 me the document number of the motion in April and -- so we can
20 start taking that into consideration.

21 MR. ALBERO: Let me take a look at that.

22 I believe it's filed under -- okay. It's
23 Document 38, and I think it's a related case, 1:20-cv-15720.
24 And it's Document 38.

25 LAW CLERK: Thank you so much.

1 There is -- thank you so much. There can be a blind
2 spot in the MDL for individual filings, so I really appreciate
3 it.

4 MR. ALBERO: I'm sorry, it would be Document 37. My
5 letter to the judge is 38.

6 LAW CLERK: Thank you.

7 SPECIAL MASTER VANASKIE: Okay, great. Thank you,
8 Mr. Albero.

9 Is there anything else we should be discussing today?

10 MR. SLATER: Nothing I'm aware of for plaintiffs,
11 Your Honor.

12 MS. LOCKARD: Nothing else I'm aware of for
13 defendants.

14 SPECIAL MASTER VANASKIE: All right. Thank you.
15 Thanks, Ann Marie.

16 We are concluded for today. Thank you.

17 (Proceedings concluded at 4:31 p.m.)

18 - - -

19 I certify that the foregoing is a correct transcript
20 from the record of proceedings in the above-entitled matter.

21

22 /S/ Ann Marie Mitchell, CCR, CRR, RDR, RMR
23 Court Reporter/Transcriber

24 13th day of May, 2022
25 Date

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